

SERIAL 07068 S BUILDING DOOR MAINTENANCE, REPAIR & REPLACEMENT

DATE OF LAST REVISION: August 02, 2007 CONTRACT END DATE: August 31, 2010

CONTRACT PERIOD THROUGH AUGUST 31, 2010

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **BUILDING DOOR MAINTENANCE, REPAIR & REPLACEMENT**
(NIGP 91014, 91015)

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **August 02, 2007**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

CH/ks
Attach

Copy to: Clerk of the Board
Michael Mahr, Facilities Management
Kathy Sicard, Materials Management

**SPECIFICATIONS ON INVITATION FOR BIDS FOR: DOOR REPAIR, MAINTENANCE,
AND REPLACEMENT [NIGP 91014, 91015]**

1.0 INTENT:

The intent of the Invitation For Bid (IFB) is to source a responsive responsible contractor to repair, maintain, and replace all types of interior and exterior doors to include but not limited to storefront entrance glass doors and metal fire doors; door sweeps, panic bars, hinges, and all ancillary components, located at various sites throughout Maricopa County.

This contract may also be used to replace one type of door with a different type (i.e., replace store front glass doors, with solid metal fire doors). However, this contract IS NOT to be used for any new installation of doors where there were none before.

NOTE: This service does not include maintenance, repair or replacement of any electronic/electrical security access equipment associated with any door.

Other County departments may use this contract. The Facilities Management Department is not responsible for contract administration for services requested by other County agencies.

2.0 TECHNICAL SPECIFICATIONS:

2.1 CONTRACTOR REQUIREMENTS:

Contractor(s) shall supply all labor, supervision, materials, tools, equipment, and all effort necessary required in repairing, maintaining, and the replacement of doors and other equipment so listed above.

2.2 SERVICE HOURS:

REGULAR HOURS shall be work performed between 6:00 AM to 6:00 PM, Monday through Friday, excluding County holidays.

AFTER HOURS shall be work performed after 6:00 PM and before 6:00 AM the next morning and Saturday work.

WEEKENDS & HOLIDAYS shall be work performed during Saturday, Sunday or during any County holiday.

2.3 RESPONSE TIMES:

Response time to all *REGULAR* service work shall be within four (4) hours on-site after Contractor receives request from the County department, with the exception of an emergency request that occurs during *REGULAR* hours, which shall be two (2) hours. The four hour response time shall carryover the next working day if called into Contractor's office after 12:00 Noon.

SUNDAY AND HOLIDAY request shall have a four (4) hour response time.

2.4 DAMAGE TO COUNTY PROPERTY:

The Contractor shall make necessary repairs to in such a manner that does not damage County property. In the event damage occurs to Maricopa County property, or any adjacent property by reason of any repairs or installations performed under this Contract, the Contractor shall replace or repair the same at no cost to the County. If damage caused by the Contractor has to be repaired or replaced by the County, the cost of such work shall be deducted from the monies due the Contractor.

2.5 PROJECT WORK AND TIME & MATERIALS:

- 2.5.1 Project work shall mean work performed, which, in the best interest of the County, would be more advantageous to be performed as “all inclusive” as opposed to time and materials. The contractor assigned to this contract shall be provided a request for project quote containing a detailed Scope of Work – **or** – shall meet with a representative from the County agency, discuss what needs to be done, and present the County with a written quote. If the contractor is given a County quote sheet from the requesting agency, the Contractor is not to submit their own project quote sheets - only County letterhead quote sheets will be acceptable. All terms and conditions are only those established under this agreement. All additional labor charges outside the Scope Of Work for projects are those labor rates established in Attachment A, PRICING.
- 2.5.2 The County’s project quote sheet will contain the following information:
- The contract serial number and name;
 - Name and address of site;
 - FMD site ID number;
 - Detailed scope of work,
 - Other information relative to the SOW,
 - Project cost line item,
 - Check box for “will quote” or “will not quote” the project,
 - Deadlines for quote delivery,
 - Signature line for both the County and the Contractor
- 2.5.3 The Contractor must submit the project quote sheet back to the County within the specified time frame, either with acceptance and a firm price; or decline with a written reason as to why the project was declined. Contractors who have declined project work a minimum of three times during a six-month period shall be required to attend a meeting with the Materials Management Department and FMD to discuss consideration for default of contract as this is indicative of the Contractor’s desire not to do business with the County.
- 2.5.4 The submitted project price quote is to be all-inclusive. That is, any cost overruns to be absorbed by the Contractor, or cost savings to be additional profit. Exceptions to this are changes requested by the County that incur higher project cost and longer delays. All change orders to a project must be in writing, referencing the contract serial number, and approved by FMD (or County user agency if request was made by them) prior to any authorization to proceed. The Contractor who fails to acquire change orders in writing runs the risk of incurring these additional costs without payment.
- 2.5.5 The Contractor shall be compensated for additional work requested by the County that is not detailed in the scope via the labor rates bid in Attachment A, PRICING.
- 2.5.6 After receipt of Contractor’s project quote, a quote mistake based on error in judgment may not be corrected or withdrawn.
- 2.5.7 This contract may also be used for time and materials work (under \$5,000) and priced per hour as bid in the pricing section. The threshold from time and materials to project work shall be \$5,000.00. Exceptions to this shall be emergencies that arise and must be dealt with immediately. Contractor may be dispatched via telephone, fax, email, or in person without a firm project quotes. This figure is firm fixed. Exceeding this amount requires written approval from the County.

2.6 EMPLOYEES OF THE CONTRACTOR:

No one except authorized employees of the Contractor is allowed on the premises of Maricopa County its buildings or complexes. Contractor's employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor or authorized subcontractor.

2.7 REMOVAL OF CONTRACTOR'S EMPLOYEES:

The Contractor agrees to utilize only experienced, responsible and capable people in the performance of the work. The County may require that the Contractor remove from the job covered by this contract, employees who endanger persons or property or whose continued employment under this contract is inconsistent with the best interest of Maricopa County.

2.8 INVOICING:

2.8.1 All invoicing for time and materials shall be sent to the County user agency that has requested the services of the Contractor.

Invoicing for T&M work must include:
Purchase order number (If used);
FMD Work order Number;
Terms as bid;
Contract serial number;
Job site name and address w/ FMD site number;
Description of work performed;
Itemized parts description and quantities;
Price of parts;
Total labor hours;
Labor charges as bid;
Applicable sales tax on parts only;
Grand total of invoice.

2.8.2 Invoicing for project work must contain:

Contract serial number;
Purchase order number (If used);
FMD Work order Number;
Terms as bid;
Description of work performed;
Location of job site and FMD site number;
Project cost as quoted;
Grand total.

Attached to the invoice must be the project quote sheet and all change orders. Change order pricing to be a separate line.

Invoicing that does not have all the required information as listed above, will be sent back for corrections, delaying payment to the Contractor.

2.9 DELIVERY:

It shall be the Contractor's responsibility to meet the County's delivery requirements, as called for in the Technical Specifications. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

2.10 QUALITY AND ACCEPTABILITY OF WORK:

The Facilities Management Department Facilities or his authorized representative shall decide all questions, which may arise as to the quality and acceptability of any work performed under this contract. Contractual issues will be addressed to the FMD Contract Administrator, in writing. All correspondence must reference the contract serial number and name.

2.11 TAX:

No tax shall be levied against labor. Bid pricing to include all labor, overhead tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the Contractor to determine any and all taxes and include the same in bid price.

2.12 REQUIRED BACKGROUND CHECKS:

A background check will be a requirement for all employees of Contractor's staff providing services to the County. This option shall allow the Contractor to access areas within the County such as detention facilities, court buildings, and other restricted areas. The cost of this service shall be incurred by the County.

3.0 SPECIAL TERMS & CONDITIONS:

3.1 CONTRACT LENGTH:

This Invitation for Bids is for awarding a firm, fixed price purchasing contract to cover a three (3) year period.

3.2 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of three (3), one (1) year options at the county's discretion. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.3 ESCALATION:

Any request for reasonable price adjustments must be submitted thirty (30) days prior to the Contract Anniversary date. Justification for the requested adjustment in cost of labor and/or materials must be supported by appropriate documentation and fall within the Producer Price Index for the commodity. Increases are subject to approval in writing by the Materials Management Department prior to any adjusted invoicing being submitted for payment.

3.4 INDEMNIFICATION AND INSURANCE:

3.4.1 Indemnification.

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the negligence of the County.

3.4.2 Insurance Requirements.

Contractor, at its own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the County, constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance as respects the County, and any insurance or self-insurance maintained by the County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the County.

The Contractor shall be solely responsible for the deductible and/or self-insured retention and the County, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The County reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name the County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The insurance policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

3.4.2.1 Commercial General Liability. Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 11 85, and shall include coverage for Contractor's operations and products and completed operations.

If the Contractor subcontracts any part of the work, services or operations awarded to the Contractor, Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the performance of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

3.4.2.2 Automobile Liability. Contractor shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to Contractor's vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.

3.4.2.3 Workers' Compensation. The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

If any work is subcontracted, the Contractor will require Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the Contractor.

3.4.3 Certificates of Insurance.

3.4.3.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the County fifteen (15) days prior to the expiration date.

3.4.4 Occurrence Basis.

All insurance required by this contract shall be written on an occurrence basis rather than a claims-made basis.

3.4.5 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.5 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize a procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.6 INTERNET ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Internet to place orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.7 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 W. LINCOLN ST.
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

CHARLES HINEGARDNER, Procurement Consultant, 602-506-6476
(chinegar@mail.maricopa.gov)

Technical telephone inquiries shall be addressed to:

MICHAEL MAHR, Contract Administrator, FMD, 602-506-7966
(michael.mahr@fm.maricopa.gov)

MATT FOREST, Technical Specialist, FMD, 602-506-8193
(matt.forest@fm.maricopa.gov)

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.8 SUBMISSION PRICE CLARITY:

For reasons of clarity all submissions of pricing (Attachment A) shall be priced in the same unit (size, volume, quantity, weight, etc.) as the bid specifications request. Submissions (bids) failing to comply with this requirement may be declared non-responsive.

3.9 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS:

Respondents are to provide two (2) copies of ATTACHMENT A, B and C, any Required Submittals, and a signed ADDENDA Face Page of the Solicitation (if applicable). ATTACHMENT B must bear original signatures. ATTACHMENT A (Pricing) must also be on a CD in an Excel format. Respondents are to identify their responses with the bid serial number, title and return address to Maricopa County, Department of Materials Management, 320 West Lincoln, Phoenix, Arizona 85003. **A corporate official who has been authorized to make such commitments must sign bids.**

3.10 REQUIRED SUBMITTALS:

The following information shall be submitted as part of the Response. Failure to provide all the required submittals will cause the bid to be considered non-responsive:

- 3.10.1 Two copies of the following:
 - 3.10.1.1 Attachment A - Pricing
 - 3.10.1.2 Attachments B - Agreement Page (with original signatures)
 - 3.10.1.3 Attachment C - References
 - 3.10.1.4 Signed ADDENDA Face Page of Solicitation (if applicable)
- 3.10.2 One copy of Attachment A – Pricing on a CD formatted in EXCEL

3.11 MARICOPA COUNTY VENDOR REGISTRATION

Each Vendor shall register online following the procedures identified in EXHIBIT 1 – VENDOR REGISTRATION PROCEDURES. Upon completion of registration a ten (10) character Identification Number, beginning with the letter “W” followed will be assigned. This Identification Number shall be included in ATTACHMENT A (Pricing) where indicated. Bids submitted without this number may be deemed non-responsive and not considered for award.

3.12 EVALUATION CRITERIA:

The evaluation of this Bid will be based on, but not limited to, the following:

- 3.12.1 Compliance with specifications
- 3.12.2 Price
- 3.12.3 Determination of responsibility
- 3.12.4 Previous performance under a County contract

The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County’s best interest.

VORTEX INDUSTRIES, INC., 7310 W. ROOSEVELT #8, PHOENIX, AZ 85043

PRICING SHEET NIGP 9101401, 9101501

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? ☒ YES ☐ NO

IF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS BID/RFP WHEN PAYING WITH A PROCUREMENT CARD? ☐ YES ☒ NO

INTERNET ORDERING CAPABILITY: ☒ YES ☐ NO % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☒ YES ☐ NO

1.0 PRICING:

1.1 Labor, during business hours: \$ 70.00 /per hour

1.2 Labor, after hours: \$ 110.00 /per hour

1.3 Labor, weekends, holidays: \$ 110.00 /per hour

1.4 Parts, components, materials, cost plus: 20 % (insert percentage over cost)

1.5 Labor, outside the scope of contract: \$ 70.00 /per hour

Terms: Net 30

Vendor Number: W000008366 X

Telephone Number: 623-936-5705

Fax Number: 623-936-5797

Contact Person: Tom Patrovich

E-mail Address: tomp@vortexdoors.com

Company Web Site: www.vortexdoors.com

Certificates of Insurance Required

Contract Period: To cover the period ending **August 31, 2010.**